

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI (ST. LOUIS)

In Re:	)	
CHARNITA K'NUCKLES	)	Case No. 15-43093-659
	)	
Debtor(s)	)	Ch 13
	)	
	)	Motion No.
	)	
DAYLIGHT AUTO FINANCING	)	NOTICE OF HEARING &
	)	MOTION FOR RELIEF FROM
Movant	)	STAY

PLEASE TAKE NOTICE that the Motion For Relief From Stay filed by Daylight Auto Financing is set for hearing before the Honorable Kathy A Surratt-States in the Thomas F. Eagleton United States Court House, , 111 S. Tenth Street, St. Louis, Missouri on **June 1, 2015 at 10:00 a.m.**

**WARNING: Any response or objection must be filed with the Court by May 25, 2015. A copy must be promptly served upon the undersigned. Failure to file a timely response may result in the Court granting the relief requested prior to the hearing date.**

COMES NOW Daylight Auto Financing ("Movant"), and states:

1. Debtor(s) Ch 13 case was filed on April 23, 2015.
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C Sections 151, 157 and 1334 and E.D. Mo L.R. 81-9.01(B). This is a core proceeding pursuant to 28 U.S.C Section 157(b)(2). Venue is proper in this District under 28 U.S.C Section 1409(a).
3. On or about 3/3/2015 Debtor executed a Retail Installment Contract with Daylight Auto Financing for the purchase of a 2005 Nissan Altima VIN 1N4AL11D85N423301.
4. The approximate balance due on the Contract is \$7800.00 plus attorney fees, interest, and costs. The account is past due for the 4/2/2015 payment and all coming due thereafter.
5. The vehicle was purchased on 3/3/2015 and the first semi-monthly payment was due 4/2/2015. Debtor did not pay any of the payments due under the contract.
6. Due to nonpayment, Movant repossessed the vehicle on 4/18/2015.
7. Debtor filed a motion to compel turnover of the vehicle which was heard and denied on 5/4/2015.
8. Movant seeks relief from stay to sell the vehicle. Storage costs continue to accrue at the rate of \$25 per day.

9. As cause for granting relief from stay pursuant to 11 USC 362(d)(1), Movant states:

a) Debtor has failed to provide proof of three months prepaid insurance coverage in contravention of Local Rules.

b) The status of Debtor's drivers license is uncertain. It was suspended at the time of the purchase and repossession.

c) Debtor has not paid repossession and storage fees to Movant.

10. Movant further requests waiver of the 14-day stay provision of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Daylight Auto Financing respectfully prays this Court enter an order terminating the automatic stay of 11 U.S.C. 362 so as to allow Movant to foreclose its lien against the vehicle in accordance with the terms of its loan documents and applicable state law including sale of the vehicle, for an order waiving the 14-day provision of Rule 4001(a)(3) and for such other Orders as the Court may deem just and proper.

#### **EXHIBIT SUMMARY**

Pursuant to L.R. 9040-1, the following exhibits are referenced in support of this motion for relief from stay. Copies of these exhibits will be provided as required by Local Rules:

1. Retail Installment Contract
2. Missouri Department of Revenue Notice of Lien

SOMMARS & ASSOCIATES, L.L.C.  
By: /s/ Donna M. Sommars  
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#### **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was served either electronically or via U.S. Mail on May 4, 2015 to:

Neil Weintraub, attorney for Debtors, 1515 N. Warson Ste. 232, , St Louis, MO 63132

John V Labarge Jr., trustee, P.O. Box 430908, , St. Louis, Mo 63143

Charnita E K'nuckles, debtor, 11129 Riaza Square Apt 3, Saint Louis, MO 63138

/s/ Donna M. Sommars

